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and Coach Services, Inc.*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

COACH, INC., a Maryland Corporation;
COACH SERVICES, INC., a Maryland
Corporation,

Plaintiffs,
vs.

ASIA PACIFIC TRADING COMPANY, INC., a California Corporation; COMECO, LLC, a California Limited Liability Company; MIRAGE EYEWEAR, INC., a California Corporation; DAVID HSU, an individual; SUNGLASS EXPERTS, INC., a California Corporation dba ANGEL EYES; and DOES 1-10, inclusive.

Defendants.

CASE NO. 09-0035 PSG (PLAx)

**[PROPOSED] ORDER RE
CONSENT JUDGMENT
INCLUDING A PERMANENT
INJUNCTION AND VOLUNTARY
DISMISSAL OF DEFENDANT ASIA
PACIFIC TRADING COMPANY,
INC.**

Plaintiff Coach, Inc. and Coach Services, Inc. (“Coach” or Plaintiffs”) and Defendant Asia Pacific Trading Company, Inc. (“Defendant”) have entered into a Settlement Agreement and Mutual Release as to the claims in the above referenced matter. Defendant, having agreed to consent to the below terms, it is hereby:

ORDERED, ADJUDGED, and DECREED as among the parties hereto that:

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

1 2. Coach is the worldwide owner of the trademark “COACH” and various
2 composite trademarks and assorted design components (“Coach Marks”). The Coach
3 Marks include but are not limited to the following: 3,354,448; 2,045,676; 2,626,565,
4 2,832,589 and 3,251,315.

5 3. Plaintiff has alleged that Defendant’s purchase and sale of products which
6 infringe upon the Coach Marks constitutes trademark infringement and unfair
7 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et seq and under the
8 common law.

9 4. Defendant and its agents, servants, employees and all persons in active
10 concert and participation with it who receive actual notice of this Final Judgment are
11 hereby permanently restrained and enjoined from infringing upon the Coach Marks,
12 either directly or contributorily, in any manner, including generally, but not limited to
13 manufacturing, importing, distributing, advertising, selling and/or offering for sale any
14 unauthorized product bearing the Coach Marks, or marks confusingly similar or
15 substantially similar to the Coach Marks, and, specifically from:

16 (a) Using the Coach Marks or any reproduction, counterfeit, copy or
17 colorable imitation of the Coach Marks in connection with the manufacture,
18 importation, distribution, advertisement, offer for sale and/or sale of merchandise
19 comprising not the genuine products of Coach, or in any manner likely to cause others
20 to believe that the Counterfeit Products are connected with Coach or Coach’s genuine
21 merchandise bearing the Coach Marks;

22 (b) Passing off, inducing or enabling others to sell or pass off any
23 products or other items that are not Coach’s genuine merchandise as and for Coach’s
24 genuine merchandise;

25 (c) Leasing space to any tenant who is engaged in the manufacturing,
26 purchasing, production, distribution, circulation, sale, offering for sale, importation,
27 exportation, advertisement, promotion, display, shipping, marketing of Infringing
28 Products

1 (d) Committing any other acts calculated to cause purchasers to believe
2 that Defendant's products are Coach's genuine merchandise unless they are such;

3 (e) Shipping, delivering, holding for sale, distributing, returning,
4 transferring or otherwise moving, storing or disposing of in any manner items falsely
5 bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation
6 of same; and

7 (f) Assisting, aiding or attempting to assist or aid any other person or
8 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to
9 4(e) above.

10 5. Without any admission of liability, the parties have agreed that Defendant
11 shall pay to Plaintiff an amount in settlement of Plaintiff's demand for damages,
12 profits, costs, disbursements, and attorneys' fees based upon Defendant's alleged
13 infringing activities. Plaintiff and Defendant shall bear their own costs associated with
14 this action.

15 6. The execution of this Final Judgment shall serve to bind and obligate the
16 parties hereto.

17 7. The jurisdiction of this Court is retained for the purpose of making any
18 further orders necessary or proper for the construction or modification of this Final
19 Judgment, the enforcement thereof and the punishment of any violations thereof.
20 Except as otherwise provided herein, this action is fully resolved with prejudice as to
21 Defendant Asia Pacific Trading Company, Inc.

22
23 IT IS SO ORDERED.

24
25 Date: 9/10/2009

PHILIP S. GUTIERREZ
Hon. Philip S. Gutierrez
United States District Judge